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10.10.5 In those instances where AT&T requires Ameritech personnel to interface directly with AT&T Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing AT&T.

10.10.6 Any "no access" cards and time and materials invoices furnished during service calls by Ameritech personnel to AT&T Customers shall be available to AT&T for review and shall be provided to AT&T Customers in an unbranded form.

10.10.7 In no event shall Ameritech personnel acting on behalf of AT&T pursuant to this Agreement provide information to any existing AT&T Customer about Ameritech products or services.

10.10.8 AT&T shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

#### 10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. Ameritech shall not require a disconnect order from an AT&T Customer, or another LEC, in order to process an AT&T order for Resale Service for an AT&T Customer. Ameritech shall advise AT&T whenever an AT&T Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary local exchange carrier, AT&T shall deliver to Ameritech a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by AT&T under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to Ameritech prior to the first order submitted by AT&T. AT&T shall retain on file all applicable Documentation of Authorization (as defined in Schedule 10.11.1), including letters of agency, relating to the Customer's selection of AT&T as its primary local exchange carrier, which documentation shall be available for inspection by Ameritech at its request during normal business hours.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("Unauthorized Switching"), Ameritech shall switch that Customer back to AT&T in accordance with the terms of Michigan Bell Telephone Company Tariff, MPSC #20R, Part 22 (Resale Local Exchange Services) (the "Resale

Tariff"). However, in the case of unauthorized changes of AT&T Customers to Ameritech, Ameritech shall also have the duties of the "Carrier" as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to AT&T.

- (b) If Ameritech reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on AT&T unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event the Resale Tariff is withdrawn by Ameritech or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Section 28.3 will be implemented.

10.11.3 When Ameritech receives an order for Resale Service from AT&T for AT&T's Customer, and Ameritech currently provides resale local exchange telecommunications services to another carrier ("Carrier of Record") for the same Customer, Ameritech shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and AT&T to resolve any issues related to that Customer. AT&T agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 10.11.3.

10.11.4 When notified by AT&T or through the Customer Access Record Exchange system (CARE) that a Customer has changed its presubscribed interexchange carrier ("PIC") selection only from one IXC to another IXC, Ameritech shall provision the PIC only change. Ameritech will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

#### 10.12 Functionality Required To Support Resale Service.

10.12.1 Directory Listing Requirements. Ameritech shall make available to AT&T for AT&T Customers directory listings in accordance with the provisions of Article XV.

10.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to AT&T's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB").

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10.12.3 Telephone Assistance Programs. Upon conversion to AT&T's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. Ameritech will continue to administer the Telecommunications Assistance Program for the Customer on behalf of AT&T. If AT&T's Customer is newly qualified for a Telecommunications Assistance Program, AT&T must send Ameritech the necessary qualification documentation.

10.12.4 9-1-1 Services. Ameritech shall provide to AT&T, for AT&T Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate AT&T Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services.

10.12.5 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), Ameritech shall provide such data to AT&T on the CSR made available to Ameritech for its Customers. For usage by an AT&T Customer of a Telephone Relay Service, Ameritech will provide AT&T with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

10.12.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.6.

### 10.13 Service Functions.

#### 10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, AT&T shall be the primary point of contact for all AT&T Customers.
- (b) Service Referrals. Ameritech shall refer all questions regarding any AT&T service or product directly to AT&T in accordance with the procedures set forth in the Implementation Plan. Ameritech shall use its best efforts to ensure that all Ameritech representatives who receive inquiries regarding AT&T services do not in any way disparage or discriminate against AT&T or its products or services.
- (c) Customer Contact Employee Training. Ameritech shall provide training for all its employees who may communicate, either by telephone or face-to-face, with AT&T Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech

Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with AT&T Customers.

**10.13.2 Operations Support Systems Functions — Provisioning.**

- (a) **Electronic Interface for Pre-Ordering, Ordering, and Provisioning.** Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection, and due date selection) associated with Resale Services. Initially, the interface for ordering will be separate from the interface used for pre-ordering and provisioning. By the end of the first quarter of 1997, the interface for ordering will migrate to the pre-ordering and provisioning interface. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), Electronic Data Interchange (EDI) Customer Service Guideline, issue 5, and provide the functionality described in Schedule 10.13.2 and Ameritech's Service Order Interface Document, version 2.00. The electronic interface to be provided by Ameritech will provide system to system communications on a real-time basis (response in seconds), with built-in error recovery and built in operations, administration and maintenance functionality, at a ninety-five percent (95%) network reliability level. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.
- (b) **Service Ordering and Provisioning.** Service Orders will be placed by AT&T and provisioned by Ameritech in accordance with the procedures described in Section 10.7. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.9.1.
- (c) **Provisioning Support.** Ameritech shall provide provisioning support to AT&T on the same basis Ameritech provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) **Status Reports.** After receipt and acceptance of a Service Order, Ameritech shall provide AT&T with service status notices on an exception basis.
- (e) **Engineering Support.** When requested by AT&T, Ameritech shall provide timely engineering support.

- (f) Requests for Service Changes. Where Ameritech provides installation, Ameritech's representatives shall inform an AT&T Customer to contact AT&T if such Customer requests a service change at the time of installation.
- (g) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech may not initiate any disconnect, suspension or termination of an AT&T Customer's Resale Service, unless directed to do so by AT&T by transmission of a Service Order or Ameritech's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than AT&T.

#### 10.13.3 Operations Support Systems Functions — Maintenance.

- (a) Electronic Interface for Maintenance and Repair. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), T1-Telecommunications (T1) - Operations, Administration, Maintenance and Provisioning (OAM&P), standard T1.227-95 and T1.228-95 and the Ameritech Electronic Bonding Interface (EBI) document. However, as an industry standard interface is developed by the appropriate industry forum, and generally accepted for implementation by the industry, Ameritech shall implement such interface.
- (b) Maintenance. Maintenance will be provided by Ameritech as set forth in the Implementation Plan and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.

#### 10.14 Responsibilities of AT&T.

10.14.1 AT&T shall be responsible for providing to its Customers and to Ameritech a telephone number or numbers that AT&T's Customers can use to contact AT&T in the event of service or repair requests. If AT&T's Customers contact Ameritech with regard to such requests, Ameritech shall inform such Customers that they should call AT&T and will provide AT&T's contact numbers to such Customers. At AT&T's request, Ameritech shall provide a "warm" transfer to AT&T of calls it receives from AT&T's Customers for service or repair requests at the rates set forth at Item VI of the Pricing Schedule.

10.14.2 AT&T shall provide Ameritech with accurate and complete information regarding AT&T's Customers in a method reasonably prescribed by Ameritech to allow

Ameritech to keep its Emergency Telephone Number Service database updated, if Ameritech maintains such a database.

10.14.3 Prior to the Effective Date, AT&T shall have received and communicated to Ameritech its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

#### **10.15 Responsibilities of Ameritech.**

Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 ("E9-1-1") service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both AT&T and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

#### **10.16 Exchange of Billing Information.**

10.16.1 Ameritech shall provide AT&T a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format, for each individual Resale Service and shall include sufficient detail to enable AT&T to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to AT&T detailed specifications which will enable AT&T to develop an interface for the exchange of Customer Usage Data. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by Ameritech to AT&T.

10.16.2 Interexchange call detail forwarded to Ameritech for billing, which would otherwise be processed by Ameritech, will be returned to the IXC and will not be passed through to AT&T. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when Ameritech records the message. If AT&T does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. Upon AT&T's request, Ameritech will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, Ameritech will notify AT&T, and AT&T, at its option and expense, may pursue any rights which Ameritech may have under such agreements to contest such charge. If AT&T elects not to contest such charges or such Information Service provider does not accept the recourse, AT&T will promptly pay Ameritech for such charges and the dispute shall be solely between AT&T and the Information Service provider.

10.16.3 AT&T shall be responsible for providing all billing information to its Customers who purchase Resale Services from AT&T.

10.16.4 Ameritech shall bill AT&T for Resale Services provided by Ameritech to AT&T pursuant to the provisions of Article XXVII. Ameritech shall recognize AT&T as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to AT&T. The bill will include sufficient data to enable AT&T to (i) bill all charges to its Customers which are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

#### 10.17 Use of Service.

10.17.1 AT&T, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of AT&T or, as appropriate to AT&T's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this Section 10.17.1 shall apply only to the specific affected Resale Services.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to AT&T, or as ordered by a court.

10.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

10.17.4 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or Ameritech's Customers.

10.17.5 If AT&T's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or Ameritech or AT&T's Customers, AT&T shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

## **ARTICLE XI**

### **NOTICE OF CHANGES – SECTION 251(c)(5)**

If a Party makes (i) a change in its network which will materially affect the interoperability of its network with the other Party or (ii) changes Operations Support Systems functions which affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

## **ARTICLE XII**

### **COLLOCATION – SECTION 251(c)(6)**

#### **12.1 Physical Collocation.**

Ameritech shall provide to AT&T Physical Collocation on its Premises for equipment necessary for Interconnection (pursuant to Article III) or for access to unbundled Network Elements (pursuant to Article IX), except that Ameritech will provide for Virtual Collocation of such equipment if Ameritech demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.



Ameritech shall provide AT&T Collocation only for the purpose of Interconnection or access to Ameritech's Network Elements.

**12.2 Virtual Collocation in Physical Collocation Space.** Where AT&T is Virtually Collocated on the Effective Date in a space that was initially prepared for Physical Collocation, AT&T may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to current procedures and applicable tariffs or (ii) revert to Physical Collocation, in which case AT&T shall coordinate with Ameritech for rearrangement of its transmission equipment and facilities, for which Ameritech shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**12.3 Virtual Collocation in Virtual Collocation Space.** Where AT&T is Virtually Collocated in a space which was initially prepared for Virtual Collocation, AT&T may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to current procedures and the terms or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case AT&T shall coordinate the construction and rearrangement with Ameritech of its transmission equipment and facilities for which AT&T shall pay Ameritech at the rates set forth at Item VII of the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

**12.4 Nondiscriminatory Collocation.**

Collocation shall be made available to AT&T by Ameritech on a basis that is at parity to the priorities that Ameritech provides to itself, its subsidiaries, Affiliates or other persons. The quality of design, performance, features, functions and other characteristics of Collocation made available to AT&T under this Agreement shall be at parity to that which Ameritech provides in its network to itself, its subsidiaries, its Affiliates or other persons.

**12.5 Eligible Equipment.**

AT&T may Collocate equipment necessary for Interconnection, or access to Ameritech's Network Elements including the following types of equipment:

- (a) OLTM equipment;
- (b) multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier (utilizing transmission capabilities only);

- (f) Data voice equipment; and
- (g) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402.

AT&T may Collocate equipment necessary for Interconnection or access to unbundled Network Elements, which shall include equipment used for signal regeneration (or "hubbing"). Additionally, AT&T shall be permitted to collocate for any purpose, or in any manner or method authorized by the Act, the Commission or the FCC.

**12.6 Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from Ameritech or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at Ameritech's Premises.

#### **12.7 Interconnection with other Collocated Carriers.**

Upon written request to Ameritech, AT&T shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at Ameritech's Premises by connecting its collocated equipment to the collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities so long as (i) AT&T's and the other collocating Telecommunications Carrier's collocated equipment are both used for Interconnection with Ameritech or for access to Ameritech's Network Elements, (ii) AT&T provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with Ameritech's technical and engineering requirements and (iii) the connecting transmission facilities of AT&T and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within Ameritech's Premises. If AT&T Interconnects its network with another collocating Telecommunications Carrier pursuant to this Section 12.7, AT&T shall, in addition to its indemnity obligations set forth in Article XXV, indemnify Ameritech for any Loss arising from AT&T's installation, use, maintenance or removal of such connection with the other collocated Telecommunications Carrier, to the extent caused by the actions or inactions of AT&T.

#### **12.8 Interconnection Points and Cables.**

Ameritech shall:

12.8.1 provide AT&T an Interconnection point or points physically accessible by both Ameritech and AT&T, at which the fiber optic cable carrying AT&T's circuits can enter Ameritech's Premises; provided that Ameritech shall designate Interconnection Points as close as reasonably possible to Ameritech's Premises;

12.8.2 provide at least two (2) such Interconnection points at Ameritech's Premises at which there are at least two (2) entry points for AT&T's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

12.8.3 permit AT&T Interconnection of copper or coaxial cable if such Interconnection is first approved by the Commission; and

12.8.4 permit AT&T Physical Collocation of microwave transmission facilities, except where such Collocation is not practical for technical reasons or because of space limitations, in which case Ameritech shall provide Virtual Collocation of such facilities as required where technically feasible.

#### **12.9 Allocation of Collocation Space.**

12.9.1 AT&T may reserve Collocation space for its future use in Ameritech's Premises in accordance with the provisions of Schedule 12.9.1. Ameritech shall notify AT&T in writing if another Telecommunications Carrier requests Collocation space that is reserved by AT&T. AT&T shall within five (5) Business Days of receipt of such notice provide Ameritech either (i) written notice that AT&T relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of Schedule 12.9.1. Failure of AT&T to respond to Ameritech within the foregoing five (5) Business Day period shall be deemed an election by AT&T to relinquish such space.

12.9.2 Ameritech shall not be required to lease or construct additional space in a Premises to provide AT&T Physical Collocation when existing space in such Premises has been exhausted.

12.9.3 AT&T will provide Ameritech with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in Schedule 12.9.3. Ameritech will attempt to deliver Collocation pursuant to AT&T's forecasts to the extent that Collocation space is then available.

**12.10 Security Arrangements.** AT&T shall adopt, at the request of Ameritech and at AT&T's sole cost and expense, reasonable security arrangements as designated by Ameritech to separate AT&T's Collocation space from Ameritech's facilities, including the construction of a collocation cage.

**12.11 Subcontractor and Vendor Approval.** Ameritech shall permit AT&T to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, Ameritech shall

allow AT&T to have an Ameritech-approved vendor install updates to collocated equipment, including software updates.

## **12.12 Delivery of Collocated Space.**

**12.12.1** Ameritech shall provide AT&T with a single point of contact for all inquiries regarding Collocation. AT&T shall request space for Collocation by delivering a written request to Ameritech. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities AT&T will require for such space, (iv) the equipment to be housed in such space, (v) AT&T's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate AT&T's collocated equipment, (vii) the specific level of diversity for fiber and power cabling to and from the Collocated space and (viii) the date on which AT&T intends to initiate service from such space. Ameritech shall notify AT&T in writing within ten (10) Business Days of receiving AT&T's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, Ameritech shall specify in its notice to AT&T when space for Physical Collocation will be made available to AT&T and shall offer to AT&T Virtual Collocation Space in accordance with Section 12.12.3. If intraoffice facilities will not be available for Collocation of initial service within three (3) months of receipt of AT&T's payment of the Initial COBO fee for Physical Collocation, or twelve (12) weeks after receipt of AT&T's request for Virtual Collocation pursuant to Section 12.12.1, then Ameritech shall provide written notification, within ten (10) Business Days after the initial walkthrough, as to when the intraoffice facilities will be made available.

### **12.12.2 Physical Collocation.**

- (a) If space for Physical Collocation is immediately available at the time of AT&T's request, Ameritech shall include in its notice to AT&T (i) the space to be provided and (ii) whether Ameritech can deliver the space to AT&T by the date set forth in Section 12.12.2(c).
- (b) If AT&T's requested Physical Collocation space is available, Ameritech and AT&T shall have an initial walkthrough of such space within ten (10) Business Days after Ameritech's receipt of AT&T's Initial COBO Payment. Ameritech shall, within ten (10) Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and provide for a parallel installation sequence.
- (c) Ameritech shall deliver to AT&T the requested space on or before the later of (i) one hundred twenty (120) days from Ameritech's receipt of AT&T's request for Collocation, (ii) ninety (90) days from the receipt of AT&T's Initial COBO Payment (as provided on Schedule 12.12) and (iii) such other

reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to AT&T such space within the foregoing intervals (such date of delivery referred to as the "Delivery Date").

- (d) Physical Collocation space ordered by AT&T will be made available to AT&T by Ameritech as more fully described in Section 1 of Schedule 12.12.
- (e) If Ameritech does not provide AT&T with its Collocated space by the Delivery Date and such delay is caused directly by Ameritech's actions or its failure to act (and not by an AT&T Delaying Event), AT&T shall receive a credit of 1/120th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) Ameritech may begin billing AT&T for recurring charges for the Collocated space on the date such space is made available to AT&T for occupancy (the "Occupancy Date"). AT&T shall vacate the Collocated space if either (i) AT&T fails to install within ninety (90) days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (ii) AT&T fails to Interconnect to the Ameritech network within one hundred fifty (150) days of the Occupancy Date. If AT&T is required to vacate the space pursuant to this Section 12.12.2(f), AT&T shall vacate such space within ninety (90) Business Days of the earliest to occur of the foregoing events. If, after vacating a space, AT&T still requires Collocation in that Premises, AT&T shall be required to submit a new request for Collocation pursuant to the provisions of Section 12.12.1.
- (g) Physical Collocation will be subject to the additional rules and regulations set forth in Section 2.0 of Schedule 12.12, and AT&T shall pay all costs to provide such Collocation.
- (h) Ameritech shall provide positive confirmation to AT&T when construction of AT&T Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (i) At AT&T's request Ameritech shall provide, within three (3) months after receiving AT&T's Initial COBO Payment, equipment node enclosures at a height of eight (8) feet, without ceiling. Where Ameritech cannot feasibly provide AT&T with equipment node enclosures within such three (3) month period, Ameritech shall notify AT&T of this fact within ten (10)

Business Days from the receipt of AT&T's request. The Parties shall then negotiate a reasonable time frame.

- (j) After completion of construction, AT&T and Ameritech will complete an acceptance walkthrough of all Collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from AT&T's original request for Collocation shall be at Ameritech's expense, subject to any change orders requested by AT&T.

#### 12.12.3 Virtual Collocation.

- (a) If AT&T requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and AT&T elects Virtual Collocation, and such Virtual Collocation is available at the time of AT&T's request, Ameritech shall include in its notice to AT&T described in Section 12.12.1 (i) the space to be provided and (ii) whether Ameritech can deliver the space to AT&T by the date set forth in Section 12.12.3(c).
- (b) Ameritech and AT&T will have an initial walkthrough of the Collocated space to be provided to AT&T for Virtual Collocation on the earlier of (i) ten (10) Business Days of Ameritech's verification of the Virtual Collocation space to be provided to AT&T and (ii) fourteen (14) calendar days after Ameritech's receipt of AT&T's request for Virtual Collocation. Ameritech shall within ten (10) Business Days after such walkthrough provide AT&T with (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses and (ii) a parallel installation sequence.
- (c) Ameritech shall deliver to AT&T the requested space on or before the later of (i) twelve (12) weeks from Ameritech's receipt of AT&T's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Ameritech to deliver to AT&T such space within twelve (12) weeks (such date of delivery referred to as the "Delivery Date") and Ameritech notified AT&T of this fact within ten (10) Business Days from Ameritech's receipt of AT&T's request.
- (d) Virtual Collocation space ordered by AT&T will be made available to AT&T by Ameritech, as more fully described in Section 3 of Schedule 12.12.

- (e) Ameritech shall provide positive confirmation to AT&T when construction of AT&T-located space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.
- (f) After completion of construction, AT&T and Ameritech will complete an acceptance walkthrough of all collocated space requested from Ameritech. Exceptions that are noted during this acceptance walkthrough shall be corrected by Ameritech within thirty (30) days after the walkthrough. Ameritech shall conduct a root cause analysis of all exceptions identified. The correction of these exceptions from the original request for Collocation shall be at Ameritech's expense, subject to any charge orders requested by AT&T.
- (g) Ameritech shall install cross-connects when cross-connecting for thru connect purposes as directed by AT&T at the rates provided at Item VII of the Pricing Schedule.

**12.13 Pricing.** The prices charged to AT&T for Collocation are set forth at Item VII of the Pricing Schedule.

**12.14 Billing.** Ameritech shall bill AT&T for Collocation pursuant to the requirements of Article XXVII to this Agreement.

**12.15 Common Requirements.** The requirements set forth on Schedule 12.15 shall be applicable to both Physical and Virtual Collocation.

**12.16 Additional Requirements.** The additional requirements set forth on Schedule 12.16 shall be applicable to Physical Collocation.

**12.17 Protection of Service and Property.**

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

**12.17.1** Ameritech and AT&T shall restrict access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house AT&T equipment enclosures, to AT&T employees and other authorized non-AT&T personnel to the extent necessary to perform their specific job function.

12.17.2 AT&T shall comply at all times with security and safety procedures and existing requirements that are defined by Ameritech and communicated to AT&T.

12.17.3 Ameritech shall allow AT&T periodically to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures and furnish AT&T with keys, entry codes, lock combinations, and other materials or information which may be needed to gain entry into any secured AT&T space, subject to Section 12.17.2 and Article XX and, in the case of Virtual Collocation, payment by AT&T of the cost of Ameritech escorts.

12.17.4 For Physical Collocation, Ameritech shall furnish to AT&T a current written list of Ameritech's employees who Ameritech authorizes to enter AT&T's Physical Collocation space, with samples of the identifying credential to be carried by such persons.

12.17.5 Ameritech shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12.17.6 For Physical Collocation, Ameritech shall limit the keys used in its keying systems for AT&T's specific Physical Collocation space which contain or house AT&T equipment or equipment enclosures to its employees and representatives to emergency access only. AT&T shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that AT&T shall immediately provide Ameritech with such new keys.

12.17.7 Ameritech shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

#### 12.18 S t a n d a r d s o f P e r f o r m a n c e .

Ameritech shall provide Collocation to AT&T in accordance with the service levels, procedures and intervals, if any, agreed upon by the Implementation Team as provided in Section 18.6.

### ARTICLE XIII NUMBER PORTABILITY – SECTION 251(b)(2).

#### 13.1 Provision of Local Number Portability.

Each Party shall provide to the other Party, to the extent technically feasible, Local Number Portability in accordance with the requirements of the Act. To the extent technically feasible, Local Number Portability will be provided by each Party with minimum impairment of functionality, quality, reliability and convenience to subscribers of the other Party's services.

#### 13.2 Interim Number Portability ("INP").



The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID") or through NXX Migration; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center.

### **13.3 Remote Call Forwarding ("RCF").**

13.3.1 If a Telephone Exchange Service Customer of Party A elects to become a Telephone Exchange Service Customer of Party B, such a Customer may elect to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it shall now receive from Party B. Provided that Party B has complied with the requirements of Section 10.11.1 and has issued an associated service order to Party A to assign the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone number(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call were a call which had originated on Party A's network.

13.3.2 Party B shall become the Customer of Record for the original Party A's telephone number(s), subject to the RCF or DID arrangements. Party A shall use its reasonable efforts to provide Party B with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party A shall provide to Party B the Electronic Message Record ("EMR") containing detailed records associated with the calls reflected on the billing statement, as generated by the Ameritech Electronic Billing System ("AEBS").

13.3.3 Party A may cancel line-based calling cards and shall, as directed by Party B, update its LIDB listings for retained numbers subject to RCF or DID. Ameritech will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as Ameritech's data for its Customers. Ameritech shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

13.3.4 If a Customer elects to move its Telephone Exchange Service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer.

Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID arrangement, or redirect the RCF, or DID arrangement pursuant to the Customer's instructions at that time.

13.3.5 For ported numbers using RCF, AT&T shall provide in the 9-1-1 information AT&T provides to Ameritech under this Agreement both the ported number and AT&T's RCF number if AT&T has provided such RCF number to Ameritech. Ameritech shall include such information, if provided by AT&T, in the PSAP database to the extent that the database is capable of storing both numbers.

**13.4 Direct Inward Dialing.** DID service provides trunk-side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the End Office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the Interconnection Wire Center using the V&H coordinate method. INP-DID must be established with a minimum configuration of two (2) channels and one (1) unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one (1) Wire Center or from separate trunk groups within the same Wire Center, such service provided from each Wire Center or each trunk group within the same Wire Center shall be considered a separate service.

**13.5 NXX Migration.** Where a Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned (or subsequently reassigned, in the case of subsequent carrier changes) in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to standard industry lead-times for movements of NXXs from one switch to another. In the interim period, prior to the effective date of LERG reassignment, the existing method of INP will be used.

#### **13.6 Other Interim Number Portability Provisions.**

13.6.1 Each Party shall disclose to the other Party, upon request, any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize Customer out-of-service time.

13.6.2 The Parties shall cooperate in conducting testing to ensure interconnectivity between systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

13.6.3 Neither Party shall be required to provide Number Portability for nongeographic services (e.g., 500 and 900 NPAs, 976 NXX number services and coin telephone numbers) under this Agreement.

13.6.4 Ameritech and AT&T will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Ameritech to its Customers.

13.7 Compensation on Traffic to INP'ed Numbers. The Parties agree that, under INP, transport and terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.7, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

13.7.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.7.3 in lieu of any other compensation charges for terminating such traffic.

13.7.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) intrastate FGD charges ("Intra Traffic"), or (iii) interstate FGD charges ("Inter Traffic"). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6)-month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6)-month period, based on actual INP traffic percentages from the preceding six (6)-month period. The Parties may agree to adopt a different methodology to calculate INP traffic percentages, including identifying components different from or in addition to those set forth in this Section 13.7.2.

**13.7.3 The INP Traffic Rate shall be equal to the sum of:**

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth at Item II of the Pricing Schedule) plus (Intra Traffic percentage times the Receiving Party's effective intrastate FGD rates) plus (Inter Traffic percentage times the Receiving Party's effective interstate FGD rates).

Interstate and intrastate FGD rates shall be calculated utilizing the effective interstate and intrastate carrier common line (CCL) rates, residual interconnection charge (RIC) rate elements, local switching (LS) rate elements, one-half the local transport termination (LTT) rate elements, and one-half the local transport facility (LTF) rate elements (assuming a five (5)-mile LTF).

**13.8 Pricing For Interim Number Portability.** Each Party shall comply with the methodology (including recordkeeping) established by the FCC or the Commission with respect to such Party's recovery in a competitively neutral manner of its costs to provide Interim Number Portability. To the extent permitted by the FCC or the Commission, such costs shall include a Party's costs to deliver calls between the other Party's Customers via Number Portability. Until such time as the Commission establishes such methodology, the Parties shall bill each other for INP consistent with existing tariffs and Commission orders.

**13.9 Permanent Number Portability.** The Parties shall migrate from RCF or DID to Permanent Number Portability as soon as practically possible but no later than the date provided for by the FCC. The Parties shall provide Permanent Number Portability on a reciprocal basis to each other in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

**13.10 Other INP Methods.**

Other methods of providing INP, to the extent technically feasible, may be provided pursuant to a Bona Fide Request.

**ARTICLE XIV****DIALING PARITY - SECTIONS 251(b)(3) and 271(e)(2)(B)**

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act.

**ARTICLE XV**  
**DIRECTORY LISTINGS - SECTION 251(b)(3)**

**15.1 Directory Listings.** Ameritech shall cause the Publisher to include Primary Listings of AT&T's Customers ("AT&T Directory Customers") in its White Pages Directories under the following terms and conditions:

**15.1.1** Publisher will publish the Primary Listing of AT&T Directory Customers located within the geographic scope of Publisher's directories at no charge.

**15.1.2** Listings of such AT&T Directory Customers will be interfiled with listings of subscribers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

**15.1.3** Publisher shall provide AT&T with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

**15.1.4** Ameritech or its Publisher must receive all Primary Listings of AT&T Directory Customers prior to the service order close date for the directory in which those listings are to appear. Ameritech or its Publisher will provide AT&T with appropriate service order close dates within thirty (30) days of this information becoming available.

**15.1.5** Publisher may include, at no charge, Primary Listings of AT&T Directory Customers and provided to Ameritech or its Publisher in other directories published by Publisher or its Affiliate.

**15.1.6** Nothing in this Agreement shall restrict Ameritech's Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories. Publisher will provide information on such alterations at the same time such information is provided to Ameritech.

**15.1.7** Publisher shall include, in the customer information section of each White Pages and Yellow Pages Directory, information about AT&T services, including addresses and telephone numbers for AT&T Customer service. The form and content of such customer information shall be provided by AT&T to Ameritech or its Publisher. The charge, if any, for the listing of such information will be calculated on the same basis as the charges, if any, paid by Ameritech for similar listings.

**15.2 Listing and Listing Updates.** AT&T will provide AT&T Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

**15.2.1** AT&T shall provide its AT&T Directory Customer Listings to Ameritech or its Publisher in a mutually agreeable form and format. AT&T acknowledges that Ameritech

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or its Publisher may impose a charge for changes to AT&T Directory Customer Listings previously provided by AT&T to Ameritech or its Publisher.

15.2.2 Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an AT&T Directory Customer, AT&T shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Publisher. Listing Updates on AT&T Directory Customers are to be provided to Ameritech and Listing Updates for facilities-based Customers of AT&T shall be provided to Publisher.

15.2.3 AT&T will cooperate with Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of AT&T's Listing Updates to Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

15.2.4 Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of AT&T; provided, however, that Publisher or Ameritech will not:

- (a) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where AT&T has notified Ameritech to include listing for third party publication.

15.2.5 Publisher shall provide initial and secondary delivery of appropriate White Page Directories for resale Customers of AT&T on the same basis as Publisher delivers White Pages Directories to Ameritech's retail Customers. Publisher and AT&T may enter into a separate directory services agreement which, among the services provided, would include the delivery of White Page Directories to facilities-based Customers of AT&T.

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**ARTICLE XVI  
ACCESS TO POLES, DUCTS, CONDUITS AND  
RIGHTS-OF-WAY - SECTIONS 251(b)(4) AND 224**

**16.1 Structure Availability.**

16.1.1 Ameritech shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, "Structure") owned or controlled by Ameritech for the placement of AT&T's telecommunications equipment and related facilities ("Attachments"). "Poles, ducts and conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by Ameritech to place telecommunications distribution facilities. "Rights-of-way" are easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of Ameritech Structure for AT&T's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.12, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

16.1.2 Ameritech will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this Article XVI, "Insufficient Capacity" means the lack of existing available space on or in structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, Ameritech will, in good faith, explore potential accommodations with AT&T. If Ameritech denies a request by AT&T for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide AT&T a detailed, written reason for such denial as soon as practicable but within forty-five (45) days of the date of such request.

**16.2 Franchises, Permits and Consents.** AT&T shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. AT&T shall indemnify Ameritech against loss directly resulting from any actual lack of AT&T's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

**16.3 Access and Modifications.** Where necessary to accommodate a request for access of AT&T, and provided Ameritech has not denied access as described in Section 16.1.2, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of AT&T. Ameritech may permit AT&T to conduct Field Survey Work and Make Ready Work itself or through its own contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame.

**16.3.1** Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. The modification to accommodate AT&T, may at Ameritech's option, include modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

**16.3.2** If AT&T requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for AT&T but will be required to make the Right-of-way available to AT&T to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate AT&T's Attachments.

**16.3.3** The costs of modifying a Structure to accommodate AT&T's request, the requests of another attaching party or the needs of Ameritech shall be borne by AT&T, the other requesting party or Ameritech, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate AT&T shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or Ameritech with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including Ameritech, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

**16.3.4** All modifications to Ameritech's Structure will be owned by Ameritech. AT&T and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure. Any necessary procedures with



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respect to a Party's recovery of its proportionate share of the value of any modifications shall be as prescribed by the Implementation Team.

**16.4 Installation and Maintenance Responsibility.** AT&T shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by Ameritech or by other attaching parties. Work performed by AT&T on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where AT&T's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. AT&T shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, AT&T shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. AT&T shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

**16.5 Installation and Maintenance Standards.** AT&T's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

**16.6 Implementation Team.** The Implementation Team to be formed pursuant to Article XVIII shall develop cooperative procedures for implementing the terms of this Article XVI and to set out such procedures in the Implementation Plan. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing AT&T access to Ameritech's Structure and appropriate penalties for failure to timely complete process steps for which fixed intervals or negotiated intervals have been assigned. Ameritech will provide AT&T with access to information regarding the provision of access to Ameritech's Structure which will be sufficient for AT&T to verify that Ameritech is providing AT&T with access to its Structure that is comparable to that provided by Ameritech to itself, its subsidiaries, Affiliates and other persons requesting access to Ameritech's Structure.

**16.7 Access Requests.** Any request by AT&T for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Leasing Coordinator. Ameritech may prescribe a reasonable process for orderly administration of such requests. AT&T's Attachment to Ameritech's Structure shall be pursuant to a permit issued by Ameritech for each request for access.

**16.8 Unused Space.** Excepting maintenance ducts as provided in Section 16.9 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of AT&T, Ameritech or other providers of Telecommunications Services or cable television systems. AT&T may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on